

State:	District of Columbia	Filing Company:	General Insurance Company of America
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	BP 89 43 - Off Premises Property Damage (Including Care, Custody, and Control)/2019-MU-30-BOP-E-F		

Filing at a Glance

Company:	General Insurance Company of America
Product Name:	Businessowners
State:	District of Columbia
TOI:	05.0 CMP Liability and Non-Liability
Sub-TOI:	05.0002 Businessowners
Filing Type:	Form
Date Submitted:	01/15/2020
SERFF Tr Num:	LBRC-132219320
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	2019-MU-30-BOP-E-F
Effective Date	06/01/2020
Requested (New):	
Effective Date	06/01/2020
Requested (Renewal):	
Author(s):	Polly Becker, Megan Stanek, Ashley Pinter
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

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General Information

Project Name: BP 89 43 - Off Premises Property Damage (Including Care, Custody, and Control)	Status of Filing in Domicile:
Project Number: 2019-MU-30-BOP-E-F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 01/15/2020	
State Status Changed:	Deemer Date:
Created By: Polly Becker	Submitted By: Polly Becker
Corresponding Filing Tracking Number:	

Filing Description:
We submit this filing for your review.

With this submission, General Insurance Company of America is filing to revise form BP 89 43 - Off Premises Property Damage (Including Care, Custody, and Control) to add clarifying language.

We are requesting this filing to be applicable to all policies written on or after 06/01/2020 for new and renewal business.

Please feel free to contact me with any questions or concerns.

Your review and acknowledgement/approval of this submission is appreciated.

Company and Contact

Filing Contact Information

Polly Becker, Product Technician	polly.becker@libertymutual.com
PO Box 8017	715-870-6901 [Phone]
Wausau, WI 54402-8017	

Filing Company Information

General Insurance Company of America	CoCode: 24732	State of Domicile: New Hampshire
PO Box 8017	Group Code: 111	Company Type: Property and Casualty
Wausau, WI 54402-8017	Group Name: Liberty Mutual Insurance	State ID Number:
(715) 870-6919 ext. [Phone]	FEIN Number: 91-0231910	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Off Premises Property Damage (Including Care, Custody, and Control)	BP 89 43	04 20	END	Replaced	Previous Filing Number:	LBRC-131597112		BP 89 43 04 20.pdf
							Replaced Form Number:	BP 89 43 01 18		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFF PREMISES PROPERTY DAMAGE (INCLUDING CARE, CUSTODY OR CONTROL)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Property Damage – Off Premises Care, Custody Or Control Limit:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by this endorsement.

Section II – Liability is amended as follows:

A. Paragraph B.1.k. Damage To Property is amended as follows:

1. Subparagraph **(4)** is replaced by the following:

(4) Personal property of others in the care, custody, or control of an insured at premises owned, occupied by, or rented to an insured.

2. Subparagraphs **(5)** and **(6)** are deleted.

B. The following is added to Paragraph B. Exclusions:

1. This insurance shall not apply to:

a. "Property damage":

(1) To property owned by any Named Insured, any person qualifying as an insured in Paragraph **C. Who Is An Insured**;

(2) To property on any premises owned, rented, leased, operated or used by you; or

(3) To property while in transit to or from any premises owned, rented, leased, operated or used by you.

2. "Property damage" to property included in the products-completed operations hazard.

3. "Property damage" to borrowed equipment.

C. The following is added to Paragraph D. Liability And Medical Expenses Limit Of Insurance:

Regardless of the number of claims or suits made against you, the Property Damage – Off Premises Care, Custody or Control Limit is the most we will pay for all losses under this coverage, in any one policy period, due to "property damage" to property of others. This limit is part of and not in addition to the limit applicable to **Section II – Liability**.

D. The following is added:

Deductible

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

E. The following is added to Paragraph **E. Liability And Medical Expenses General Conditions:**

In the event of a loss covered by this endorsement, you shall, at our request, replace the damaged property or furnish labor and materials necessary for repairs at your actual cost, excluding profit or overhead charges.

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Side by Side Comparison
Comments:	
Attachment(s):	BP 89 43 sbs.pdf
Item Status:	
Status Date:	

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1. This insurance shall not apply to:

a. "Property damage":

(1) To property owned by any Named Insured, any person qualifying as an insured in Paragraph **C. Who Is An Insured**;

(2) To property on any premises owned, rented, leased, operated or used by you; or

(3) To property while in transit to or from any premises owned, rented, leased, operated or used by you.

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3. "Property damage" to borrowed equipment.

C. The following is added to ~~Section Paragraph~~ D. Liability And Medical Expenses Limit Of Insurance:

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- D. ~~For the purposes of the coverage provided by this endorsement, the~~ following ~~applies~~ is added:

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